

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into by and between the Incorporated County of Los Alamos ("County") and the Santa Fe County Sheriff's Office ("Sheriff"). The effective date of this MOU shall be the date when it is executed by both parties.

**WHEREAS**, County and Sheriff wish to permit the commissioning, by Sheriff, of Los Alamos County Police Department law enforcement officers as deputy sheriffs of and for the County of Santa Fe for limited enforcement of New Mexico laws relating to motor vehicles within Santa Fe County;

**WHEREAS**, County law enforcement officers, due to their physical proximity to portions of Santa Fe County, are able to respond to traffic incidents within portions of Santa Fe County in a more timely manner than Sheriff; and

**WHEREAS**, the commissioning of Los Alamos County law enforcement officers as deputy sheriffs of and for the County of Santa Fe and the ability of County law enforcement officers to respond to traffic incidents within portions of Santa Fe County in a more timely manner than Sheriff promotes the general health, safety and welfare of the citizens and the governmental entities of both Los Alamos County and Santa Fe County.

**NOW, THEREFORE**, it is mutually agreed between the parties that:

**1. PURPOSE.**

This MOU shall memorialize the agreement of the parties to permit the commissioning of qualified Los Alamos County law enforcement officers as deputy sheriffs of and for the County of Santa Fe by Sheriff for the purpose of limited enforcement of New Mexico laws relating to motor vehicles within Santa Fe County.

**2. AUTHORITY.**

This MOU is authorized pursuant to the authority granted to Sheriff by Section 4-41-5 NMSA 1978; Section 4-37-4 NMSA 1978; Section 4-41-9 NMSA 1978; Section 4-37-4 NMSA 1978; and Section 35-3-6 NMSA 1978.

**3. SCOPE OF AGREEMENT.**

County and Sheriff each agree as follows:

A. Sheriff shall issue commissions as Deputy Sheriffs of Santa Fe County to qualified County law enforcement officers of the Los Alamos County Police Department identified by County and agreed upon by Sheriff.

B. County law enforcement officers commissioned by Sheriff as Deputy Sheriffs of and for the County of Santa Fe shall serve at no cost to Sheriff or the County of Santa Fe and shall not be eligible for or entitled to the provisions, benefits, duties or obligations contained in any employment merit system established by Sheriff or the County of Santa Fe.

C. The enforcement powers and duties of County law enforcement officers commissioned by Sheriff shall be limited to enforcement of New Mexico laws related to motor vehicles, except as otherwise provided herein, within the defined corridor of enforcement.

D. The corridor of enforcement shall be defined as New Mexico State Road 501 east from the Los Alamos/Santa Fe County line to New Mexico State Road 4; thence from New Mexico State Road 4 north from the Los Alamos/Santa Fe County line near White Rock to New Mexico State Road 502, including on and off ramps onto and off of New Mexico State Road 502; thence from New Mexico State Road 502 east from the Los Alamos/Santa Fe County line to mile marker 6, including the off ramp onto New Mexico State Road 4; thence from Rendija Canyon Road east from the Los Alamos/Santa Fe County line, including any other areas encompassing the surrounding areas known as Rendija Canyon, Guaje Canyon and the pumice mines thereon.

E. Properly commissioned County law enforcement officers shall report investigations of motor vehicle incidents and violations of New Mexico laws relating to motor vehicles using the Uniform Crash Report and shall provide copies of such reports to Sheriff.

F. When notified of a motor vehicle crash or incident, Santa Fe Regional Emergency Communications shall contact County's police department and determine whether Los Alamos County law enforcement officers have properly commissioned deputies and units available to respond to the crash or incident. If such properly commissioned deputies or units are not available, Sheriff shall dispatch its own units and personnel to the crash or incident. This provision shall not preclude the dispatch of properly commissioned Los Alamos County law enforcement officers by means other than the Santa Fe Regional Emergency Communications Center.

G. Properly commissioned Los Alamos County law enforcement officers may cite all violators of New Mexico laws related to motor vehicles within the enforcement corridor into the Los Alamos County Magistrate Court pursuant to Section 35-3-6 NMSA 1978.

H. Properly commissioned Los Alamos County law enforcement officers may arrest and book violators of New Mexico laws related to motor vehicles within the enforcement corridor into the Los Alamos County Jail at no cost to Sheriff or the County of Santa Fe.

I. Upon arrest of any offender by properly commissioned Los Alamos County law enforcement officers, such officers shall provide Sheriff with copies of all arrest and booking reports including supplemental reports, records or other documents.

J. If, during investigation of violation of New Mexico laws related to motor vehicles within the enforcement corridor, a properly commissioned Los Alamos County law enforcement officer determines that an arrest should be made upon a warrant issued by any court within Santa Fe County, the Los Alamos County law enforcement officer shall request of

Sheriff that he dispatch a Santa Fe County Sheriff or Deputy to the scene for the purpose of effecting the arrest and for booking of the offender into the Santa Fe County Detention Center.

K. A properly commissioned Los Alamos County law enforcement officer may investigate and arrest an alleged offender for misdemeanor, non-traffic, criminal offenses only when the arresting officer determines that exigent circumstances exist, and provided further, that the arresting officer shall cite the alleged offender into the Santa Fe County Magistrate Court for such offense.

L. Properly commissioned Los Alamos County law enforcement officers shall not investigate, cite or arrest offenders alleged to have committed any felony, or involving any fatal motor vehicle crash or motor vehicle crashes involving serious injuries, unless specifically requested by Sheriff; provided, however, that County is able to adequately and appropriately respond and agrees to do so.

**4. COSTS.**

Each party shall bear its own costs and liabilities, including the costs of transporting and detaining alleged offenders pursuant to the terms of this Agreement.

**5. TERM AND EFFECTIVE DATE.**

This MOU shall be effective from the date it is signed by both parties until terminated by either party pursuant to Article 6 below.

**6. TERMINATION.**

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**7. LIABILITY FOR AND DEFENSE OF CLAIMS**

A. Los Alamos County shall be solely liable for the defense and satisfaction of any

claim, including a judgment, costs and attorneys fees, brought against an officer that has been cross-commissioned pursuant to the terms of this agreement.

B. If any claim is brought against Santa Fe County for the acts of an officer cross-commissioned under this agreement, whether sounding under 42 U.S.C. § 1983 or otherwise, Los Alamos County to the extent its interests are not in conflict with the interests of Santa Fe County, agrees to join with Santa Fe County in a motion for dismissal of Santa Fe County with prejudice.

**8. INSURANCE**

A. Los Alamos County agrees to provide law enforcement liability insurance or coverage with policy limits adequate to protect Los Alamos County from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the Los Alamos County police, or its employees, in connection with use of the cross-commissions that are the subject of this agreement, or in connection with the performance or failure to perform under the terms and conditions of this agreement.

B. Santa Fe County agrees to provide law enforcement liability insurance or coverage with policy limits adequate to protect Santa Fe County from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the Santa Fe County Sheriff, or its employees, in connection with use of the cross-commissions that are the subject of this agreement, or in connection with the performance or failure to perform under the terms and conditions of this agreement.

**9. THIRD PARTY BENEFICIARIES.**

By entering into this MOU, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU to

maintain a suit for wrongful death, bodily or personal injury to persons, damage to property, or any other claim whatsoever pursuant to the provisions of this MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

**10. NEW MEXICO TORT CLAIMS ACT.**

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

**11. AMENDMENT.**

This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties.

**12. STATUS OF MEMORANDUM.**

The parties acknowledge and agree that this MOU is not a "written contractual agreement" as that term is used in the New Mexico Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978. Accordingly, the parties further acknowledge and agree that, as a result, this Memorandum of Understanding is not intended to be nor shall it be enforceable by any court against either party.

**13. NOTICES.**

Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

SANTA FE COUNTY SHERIFF'S OFFICE  
Robert Garcia, Sheriff  
35 Camino Justicia  
Santa Fe, New Mexico 87508

LOS ALAMOS COUNTY POLICE DEPARTMENT  
Dino Sgambellone, Police Chief  
2500 Trinity Drive  
Los Alamos, New Mexico 87544

**14. SEVERABILITY.**

In the event that any portion of this MOU is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this MOU shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties warrant and affirm that the signatories below have the authority to execute this Memorandum of Understanding and bind their respective parties hereto and have executed this Memorandum of Understanding on the dates set forth below.

ATTEST

*Sharon Stover*

SHARON STOVER  
COUNTY CLERK



Approved as to form:

*Kathy D. for*  
REBECCA W. EHLER  
COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

BY: *[Signature]* 1/6/14 DATE  
HARRY BURGESS  
COUNTY ADMINISTRATOR

By: *[Signature]* 12/30/13 DATE  
DINO SGAMBELLONE  
CHIEF OF POLICE

SANTA FE COUNTY SHERIFF'S OFFICE

BY: *[Signature]* 2-25-14 DATE  
ROBERT GARCIA  
SANTA FE COUNTY SHERIFF

Approved as to form  
Santa Fe County Attorney  
By: *[Signature]* 2-25-14  
Date: 2-25-14

